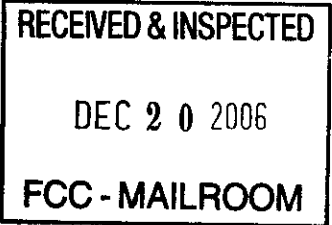


System: 165.135.210.45 sec fax,sec, 4181087 --- Time Printed: 12-20-2006 09:16:40

From: 3602880548
Media: Fax 25 pages
Subject:
Status:
Received: 01:55 AM 12/20/06



02-4

RECEIVED & INSPECTED

DEC 20 2006

FCC - MAILROOM

Olympic Peninsula Consultants

P. O. Box 2239

Forks, WA 98331

360-288-0548

Fax 360-288-0548

E-Mail jbennett@olynet.com

Fax Cover Sheet

Sent To: FCC Office of the Secretary

From: Jim Bennett

Fax#: 202-418-0187

Date: December 18, 2006

Total number of pages including the cover sheet: 26 (PART 1)

RE: Appeal Form 471# 441552

CC Docket No. 02-6

Request a Review

If you need anything else, please get back to me via e-mail.

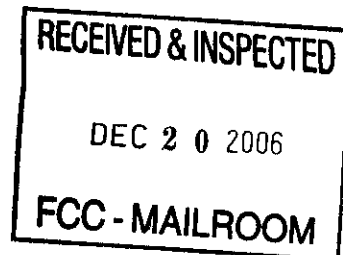
Jim Bennett, President

No. of Copies rec'd 0
List ABCDE

Olympic Peninsula Consultants**Jim Bennett, President****P. O. Box 2239****Forks, WA 98331****jbennett@olynet.com****360-374-3310**

UBI# 601 824 014

EIN#91-1922126



December 18, 2006

Federal Communications Commission
Office of the Secretary
445 12th Street SW
Room TW-A325
Washington, DC 20554

CC Docket No. 02-6
Request a Review

RE: Appeal Form 471 441552 – Funding Commitment Decision Letter Dated May 10, 2006 and
Administrator's Decision on Appeal – Funding Year 2005-06 dated November 15, 2006

2. **Contact Information:** Jim Bennett President
Olympic Peninsula Consultants
PO Box 2239
Forks, WA 98331-2239
Phone: 360-374-3310
Fax: 360-374-3310
E-mail: jbennett@olynet.com

3. **USAC action appealing:** November 15, 2006 Administrator's Decision on Appeal and
FUNDING COMMITMENT DECISION LETTER (Funding Year 2005: 07/01/2005 – 06/30/2006)
dated May 10, 2006 "The amount, \$92,429.65 is 'Denied' " "Funding Commitment Decision
Explanation: FCC rules require that a contract for the products/services be signed and dated by both
parties prior to the filing of the Form 471. This requirement was not met."

4. **Entity Information:** Central Kitsap School District #401, Billed Entity Number 145274, Form
471# 441552, FRN # 1236801, 1236890, 1236919, 1239356 and 1239871.

5. **Explanation of Appeal:**

- A. Form 471 # 441552 started PIA review on December 20, 2005 as noted by Exhibit #1
in letter from Tamala Patterson. Over the next few weeks I believed that all of the
requested information was supplied to Tamala on January 9, 2006.

- B. Since a Funding Commitment Letter had not been received by April 17, 2006 and a check of the status of the application showed that it was still in Initial Review, I sent an e-mail inquiry (Exhibit 2) and received a reply with a case number 21-407534 (Exhibit 3)
- C. On April 25, 2006, we again received the December 20th letter from Tamala Patterson with additional requests in *italic*, (Exhibit 4) which requested "If the contract is a State Master Contract, you do not have to submit a copy of the signed contract if that contract is available online or has already been submitted to PIA. Please provide us with the contract name and number of the State Master Contract."
- D. On April 26, Exhibit 5, shows e-mails that went back and forth between Tamala Patterson, Monica Hunsaker at Central Kitsap School District, and myself. It ended with Monica Hunsaker looking for the document "where you signed on the State Master Contract"
- E. On May 1, 2006, Monica Hunsaker faxed the contract, (Exhibit 6) to Tamala Patterson.
- F. On May 2, 2006, I received an e-mail from Tamala (Exhibit 7) saying "Ok, I received a fax yesterday from Monica Hunsaker that contained the signed contract but unfortunately I can't accept the fax from her. The fax has to come from you in order for it to be valid. Please refax." I refaxed the contract.
- G. After refaxing the contract, I e-mailed Tamala (Exhibit 8) to see if she had everything that she needed to approve the Central Kitsap application and her reply was "Yes, I received the fax and that is all that I need."
- H. Tamala from the beginning had requested proof that the Central Kitsap had signed onto the contract and no mention was made of the need to have Qwest also sign the contract. Tamala indicated that she had received everything that she needed to approve the Form 471 and never did she mention that the contract copy we had provided was not satisfactory and that we needed to have a copy with Qwest signature on the contract as well as the Central Kitsap District.
- I. Since we received the Funding Commitment Letter Dated May 10, 2006 with \$92,429.65 Denied, the Central Kitsap School District contacted Qwest and they sent the District a copy of the signed contract by both parties. (Exhibit 9) They also provided an updated contract that was signed on March 27, 2003 for 4 additional PRI lines. (Exhibit 10) In addition they provided an updated signature page showing that the District had agreed to the State of Washington DIS contract for DS1 and DS3 lines. (Exhibit 11).

Based on the information provided, I believe that Tamala had ample opportunity to simply say that she needed the contract signed by both parties and Central Kitsap would have requested the signed copy from Qwest but instead she said that she had all of the information that she needed.

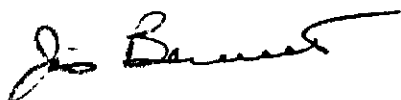
I believe that the major criteria that USAC is trying to determine in their review of the Form 471, is that the district dose have a valid contract with the vendor. In this case the answer is yes as demonstrated with Exhibits 9, 10, and 11. These contracts are the same contracts that the SLD approved for funding for Year 2004.

I have demonstrated that the Central Kitsap School District did indeed have valid signed contracts by the Central Kitsap School District and Qwest Corporation at the time Form 471 #441552 and FRN # 1236801, 1236890, 1236919, 1239356 and 1239871 were submitted. I ask that you review this information and reconsider the Funding Commitment on the above FRNs and send an approved Funding Commitment letter for these listed FRNs.

If you need additional information, please contact me.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Bennett", written in a cursive style.

Jim Bennett, President



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2005-2006

November 15, 2006

Jim Bennett
Olympic Peninsula Consultants
P.O. Box 2239
Forks, WA 98331

Re: Applicant Name: CENTRAL KITSAP SCHOOL DISTRICT
401
Billed Entity Number: 145274
Form 471 Application Number: 441552
Funding Request Number(s): 1236801, 1236890, 1236919, 1239356, 1239871
Your Correspondence Dated: June 17, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2005 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1236801, 1236890, 1236919, 1239356, 1239871
Decision on Appeal: **Denied**
Explanation:

- Upon thorough review of the appeal letter and relevant documents, USAC has determined that, at the time you submitted your Form 471 application, you did not have a properly signed contract in place with your service provider. During the application review, the applicant was asked to provide copies of signed and dated contracts. In the response provided to USAC on May 2, 2006, the contract provided has only one signature and only one date (January 29, 2003). FCC Rules state that a contract must be signed and dated by both parties on or after the Allowable Contract Date as calculated by the Form 470 posting date, but prior to the submission of the Form 471. In this case, you have not demonstrated that you have complied with FCC Rules; therefore, the appeal is denied.

USAC has determined that, at the time you submitted your Form 471 application, you did not have a signed and dated contract for services in place with your service provider(s) for services other than tariffed or month-to-month services. **FCC Rules require that applicants submit a completed FCC Form 471 "upon signing a contract for eligible services."** 47 C.F.R. sec. 54.504(c). The FCC Rules further require that "both beneficiaries and service providers must retain executed contracts, signed and dated by both parties". See Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Fifth Report and Order and Order, 19 FCC Rcd 15808, 15824-26, FCC 04-190 para. 48 (rel. Aug. 13, 2004). The FCC has consistently upheld USAC's denial of funding when there is no contract in place for the funding request. See Request for Review by Waldwick School District, Schools and Libraries Universal Service Support Mechanism, File No. SLD-256981, CC Docket No. 02-6, Order, 18 FCC Rcd. 22994, DA 03-3526 (rel. Nov. 5, 2003). The FCC Form 471 instructions under Block 5 clearly state that you **MUST** sign a contract for all services that you order on your Form 471 except tariffed services and month-to-month services. See Instructions for Completing the Schools and Libraries Universal Service, Services Ordered and Certification Form, OMB 3060-0806 (November 2004) at page 23.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

cc: Richard Best

Jim Bennett
Olympic Peninsula Consultants
P.O. Box 2239
Forks, WA 98331

Billed Entity Number: 145274
Form 471 Application Number: 441552
Form 486 Application Number:

Jim Bennett

Exhibit #1

From: PIATeam7 [PIATeam7@sl.universalservice.org]
Sent: Tuesday, December 20, 2005 6:38 AM
To: Jim Bennett@1-360-6628261
Cc: jbenett@olynet.com
Subject: TP-ERate App# 441552-CENTRAL KITSAP SCHOOL DISTRICT 401



**Universal Service Administrative
Company**

Schools & Libraries Division

Dec 20, 2005

Jim Bennett
CENTRAL KITSAP SCHOOL DISTRICT 401
Telephone:
Application Number

(360) 3743310
441552

The Program Integrity Assurance (PIA) team is in the process of reviewing all Form 471 Applications for schools and libraries discounts to ensure that they are in compliance with the rules of the federal universal service program. We are currently in the process of reviewing your Funding Year 2005 Form 471 Application. To complete our review, we need some additional information. The information needed to complete the review is listed below. Please send the requested information within seven calendar days (December 27, 2005). If you need additional time to prepare your response, please let me know as soon as possible.

- 1) For FRNs 1236801, 1236890, 1236919, 1239356, and 1239871, the Contract Award Date (4/10/2002) for the services requested is before the Allowable Contract Date (1/17/2005) of the cited Form 470.

The rules of this support mechanism require that the CAD be after the ACD. Please answer the following question, and provide the requested documentation as indicated:

Please provide a copy of the full contract, signed and dated by both parties, to verify the correct CAD, and also verify if the referenced Form 470 is the establishing Form 470 for the services to the entity on this Form 471. If the referenced Form 470 is NOT the establishing Form 470, please provide the 15-digit Form 470 Number that did establish the bidding for the FRN. The establishing Form 470 is the specific Form 470, which was posted for that particular service for 28 days, and pursuant to which a contract was signed or an agreement was entered into. For a request in the Basic Maintenance service category, it is possible that the establishing 470 was filed under an Internal Connections service category. The establishing 470 could have been posted by the State, if the requested services are being purchased off of a State Master Contract. If the contract is a State Master Contract, you do not have to submit a copy of the signed contract if that contract is available online or has already been submitted to PIA. Please provide us with the contract name and number of the State Master Contract. If you have already submitted the relevant contract information in connection with another review, please provide the application number involved so that we can locate the documentation in our files.

- 2) Based on the documentation you provided, it appears that FRNs 1242679, 1243925, 1244455 and 1244476

6/17/2006

Exhibit #1

on Form 471 Number 441552 are duplicates. If the FRNs are duplicates, please send a written authorization to cancel the duplicate FRN, being sure to, specify the FRN you wish to cancel.

If the FRNs are not duplicates, please provide documentation verifying that the applications are not duplicates. Documentation justifying that the FRNs are not duplicates would include bills verifying different recipients of service, signed copies of contracts verifying different services being delivered, or other more detailed information specifying the recipients of service and/or types of services being provided.

- 3) Based upon review of your Form 471 application and/or the documentation you provided, we were not able to determine the eligibilities of 16022400 JENNE-WRIGHT ADMINISTRATIVE CENTER, 16022401 CAREER AND TECHNICAL EDUCATION, 16022409 MAINTENANCE AND FACILITIES, 16022411 SPECIAL SERVICES, 16022412 TRANSPORTATION DEPT, and 16030831 EASTSIDE ALTERNATIVE H S.

In order to be eligible to receive discounted services, per the rules of this support mechanism, the entity providing classroom instruction must be considered part of an elementary or a secondary school found in the No Child Left Behind Act of 2001 (20 U.S.C. Section 7801 (18) and (38)) which is not operating as a for-profit businesses, and does not have an endowment exceeding \$50 million. Please provide documentation that will verify that the entity meets the definition provided above.

If these entities are non-instructional facilities, which can be eligible for services under certain circumstances, please provide a written response to the following question for each entity:

- 1) Is the building a stand alone building "Yes" or "No"?
- 2) Is the facility on an eligible entity's campus? "Yes" or "No"?
- 3) Does the facility serve only one school or library? "Yes" or "No"?
- 4) Is this building considered a school or library by the state? "Yes" or "No"?
- 5) Does either of these two descriptions accurately and completely describe your school, school district or library's situation? Respond to each description separately.
 - a) The non-instructional facility is owned by the school, school district or library and is used solely for school, school district or library business. "Yes" or "No"?
 - b) Only school, school district or library employees use the non-instructional facility. "Yes" or "No"?

If the FRN is a request for Priority 2 services, please also respond to the following question:

Are the Internal Connections and/or Basic Maintenance in the non-instructional facility essential for the effective transport of data and information to an instructional building of a school or to a non-administrative building of a library? "Yes" or "No"?

(Note: your response should be based on the amount of funds you are requesting, which may be after cost-allocation has taken place. For example, a school could identify the school portion of a church phone bill that is "used for school business by school employees.")

Please provide an entity number if the entity is not already on Block 4 of the form 471. For further information about funding requests to non-instructional facilities, consult the "Educational Purposes" document at www.sl.universalservice.org/reference/educational_purposes.asp

- 4) For the entity 145274 CENTRAL KITSAP SCHOOL DISTRICT 401, we do not have the associated FCC

6/17/2006

Exhibit #1

Registration Number (FCC RN). The FCC, in its Fifth Report and Order, requires that all entities that currently *participate in the Schools and Libraries Support Mechanism* have an FCC Registration Number. This requirement applies to schools, libraries, non-instructional facilities, consortium leaders, service providers and consultants.

If you already have an FCC Registration Number for this entity, please provide that FCC Registration Number.

If you do not yet have an FCC Registration Number, you can obtain one by applying to the FCC, at <http://www.fcc.gov>. Click on link for CORES (Commission Registration System), or go directly at the FCC CORES registration site at <https://svartifoss2.fcc.gov/core/CoresHome.html>.

After obtaining the FCC Registration Number, please provide the FCC Registration Number.

Additional guidance on this topic and filing tips are located in the Reference area of our website, under "FCC Registration Numbers."

You will need your Taxpayer Identification Number (TIN) to obtain an FCC Registration Number. Many entities can have the same TIN (for example, individual schools in a school district). For some employers, including state and local government agencies and non-profit organizations, the TIN is the IRS-issued Employer Identification Number (EIN). <http://www.sl.universalservice.org/whatsnew/2004/102004.asp#102904>

- 5) Based upon review of your Form 471 application, we were not able to validate your requested discount percentages of 60% for 115637 COTTONWOOD ELEMENTARY SCHOOL, 50% for 115827 OLYMPIC HIGH SCHOOL, 40% for 183846 OFF CAMPUS, and 50% 222896 WEST ALTERNATIVE HIGH SCHOOL. If you choose to validate your original requested discount percentages of 40%, 50% and 60%, then please provide the appropriate documentation if one of the following acceptable methods were used for each school:

- A. If the Schools participate in a National School Program (NSLP), please provide us a signed copy (preferably by the Principal, Vice-Principal, Superintendent or chief school official, or Director of Food Services) of the Reimbursement Claim Form that the school sends to the state each month. Make sure the following 3 items are identified:

- 1) The entity Name.
- 2) The total number of students enrolled at the entity.
- 3) The total number of students eligible for the Free / Reduced Lunch Program for the entity.

If the school district fills out an aggregate form for the school district, provide a signed letter from a school official (preferably the Superintendent) that lists the Free / Reduced information for each school in the district.

- B. If the discount percentage was determined by information obtained from a survey / application, please provide the following information:

- 1) Total number of students enrolled.
- 2) Total number of surveys / applications sent out.
- 3) Number of surveys / applications returned.
- 4) Total number of students qualified for NSLP per the returned surveys / applications.
- 5) Are the surveys / applications and results kept on file?
- 6) Provide a sample copy of a FILLED OUT SURVEY / APPLICATION with the child's personal information crossed out for confidentiality.

6/17/2006

Exhibit #1

7) A signed certification that reads: "I certify that only those students who meet the Income Eligibility Guidelines of the National School Lunch Program have been included in Column 5 of item 9a, of Block 4 of the Form 471."

8) This information must be in writing on school letterhead and signed by a school official (such as the Principal, Vice-Principal, Superintendent, chief school official or Director of Food Services).

- C. If the discount was determined using a different method than what was identified above, please indicate the method that was used.

It is important that we receive all of the information requested so PIA can complete its review. If you are unable to provide the requested information because your school has closed or will shortly close for winter break, please let me know when you will be available to respond to these questions. Failure to do so may result in a reduction or denial of funding.

Should you wish to cancel this application, or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s); along with the application number and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Please send the requested information within seven calendar days (December 27, 2005). If we do not receive the information, your application will be reviewed using the information currently on file. If you need additional time to prepare your response, please let me know as soon as possible.

Please fax or e-mail the requested information to my attention.

- Be sure to sign the cover sheet of your fax.
- If you e-mail, do NOT click "reply". Create a new e-mail using the address shown below.
- In all correspondence, please make sure to include your Full Name and Official Title.

If you have any questions, please feel free to contact me.

Thank you for cooperation and continued support of the Universal Service Program.

Tamala Patterson
School and Library Division
Program Integrity Assurance, Initial Reviewer
Tel- 973-581-5039
Fax-973-599-6578
E-Mail- TPATTER@sl.universalservice.org

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message. Any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited.

6/17/2006

Jim Bennett*Exhibit #2*

From: slnoreply@sl.universalservice.org
Sent: Monday, April 17, 2006 5:22 AM
To: jbennett@olynet.com
Subject: RE: Initial Contact, case# 21-407534

Thank you for your inquiry. Form 471 AP# 441552 is currently still in process.

If you have any further questions, please feel free to contact our Schools and Libraries Helpline at 1-888-203-8100. Please remember to visit our website for updates: <http://www.sl.universalservice.org>

Thank you,
Schools and Libraries Division
Universal Service Administrative Company

—Original Message—

From: jbennett@olynet.com
Subject: Initial Contact

[FirstName]=Jim
[LastName]=Bennett
[JobTitle]=President
[EmailAddress]=jbennett@olynet.com
[WorkPhone]=3603743310
[FaxPhone]=3603743310
[PreviousCaseNumber]=0

[FormType]=471
[Owner]=TCSB
[DateSubmitted]=4/15/2006 1:02:12 PM [AttachmentFlag]=N[BenOrSpinNumber]=145274
[ApplicantFormID]=MaintYR8
[ApplicationNumber]=441552
[FundingYear]=FY8 (07/01/2005 - 06/30/2006)
[Question2]=This application was in PIA review in January and we answered some questions about the application and today I checked and it is in Initial Review. What is happening with this application?

Jim Bennett*Exhibit #3*

From: sldnoreply@sl.universalservice.org
Sent: Saturday, April 15, 2006 10:07 AM
To: jbennett@olynet.com
Subject: SLD Inquiry #: 21-407534 Received

Thank you for sending an email inquiry to the SLD. This message serves as a receipt confirmation.

Please note that you may also refer to the SLD website (www.sl.universalservice.org) for program information and view WebEx sessions regarding key E-rate topics, listed below.

Your case number is 21-407534.

Please refer to this number in subsequent contacts with the Client Service Bureau regarding this specific issue. Please do not resubmit this case number if your inquiry pertains to a different issue with respect to the same FRN.

We may need to request additional information from you in order to completely answer your question or fulfill your request.

Here is the information you submitted:

[FirstName]=Jim [LastName]=Bennett [JobTitle]=President [EmailAddress]=jbennett@olynet.com [WorkPhone]=3603743310 [FaxPhone]=3603743310 [PreviousCaseNumber]=0 [FormType]=471 [Owner]=TCSB [DateSubmitted]=4/15/2006 1:02:12 PM [AttachmentFlag]=N [BenOrSpinNumber]=145274 [ApplicantFormID]=MaintYR8 [ApplicationNumber]=441552 [FundingYear]=FY8 (07/01/2005 - 06/30/2006) [Question2]=This application was in PLA review in January and we answered some questions about the application and today I checked and it is in Initial Review. What is happening with this application?

PLEASE DO NOT REPLY TO THIS MESSAGE.

IF YOU WISH TO SUBMIT ADDITIONAL INFORMATION, PLEASE DO SO USING THE ASK A QUESTION FORM AVAILABLE ON THE SLD WEBSITE.

SLD TRAINING PRESENTATIONS

SLD Training Presentations are available on the topics listed below at <http://www.sl.universalservice.org/reference/Presentations2004.asp>.

WEBEX RECORDINGS/LIVE SLD TRAINING SESSIONS

Recorded sessions on key SLD topics are now available on the SLD's WebEx site at universalservice.webex.com. Click on the Recorded Sessions tab under the Attend a Session link to view the available recordings. To view a session, you must register by providing certain information. This information will assist the SLD to better understand how the site is being accessed and to design new training sessions that will be helpful to users.

6/17/2006

Exhibit #3

In addition, you may also register for live WebEx recordings by going to universalservice.webex.com and clicking on Live Sessions under the Attend a Session Tab and then clicking on the Upcoming tab. Please see instructions below for registering for a live session.

The following topics are currently available:

- General Updates/New Initiatives
- Technology Planning
- Form 470 Changes
- Competitive Bidding
- Program Compliance
- Service Provider Perspective
- Form 471 Changes
- Eligible Services
- Miscellaneous PIA Updates
- Audits
- Invoicing
- Appeals
- Commitment Adjustments

[Follow this link to learn how to register to view a recording.](#) [PDF, 714kb]

[Follow this link to learn how to register to log into a live Training Session.](#) [PDF, 312kb]

[Follow this link to the SLD's WebEx site](#)



Universal Service Administrative Company

Schools & Libraries Division

Exhibit # 4

Dec 20, 2005

Jim Bennett

CENTRAL KITSAP SCHOOL DISTRICT 401

Telephone:

(360) 3743310

Application Number

441552

The Program Integrity Assurance (PIA) team is in the process of reviewing all Form 471 Applications for schools and libraries discounts to ensure that they are in compliance with the rules of the federal universal service program. We are currently in the process of reviewing your Funding Year 2005 Form 471 Application. To complete our review, we need some additional information. The information needed to complete the review is listed below. *Please send the requested information within seven calendar days (May 02, 2006). If you need additional time to prepare your response, please let me know as soon as possible.*

- 1) **For FRNs 1236801, 1236890, 1236919, 1239356, and 1239871, the Contract Award Date (4/10/2002) for the services requested is before the Allowable Contract Date (1/17/2005) of the cited Form 470.**

The rules of this support mechanism require that the CAD be after the ACD. Please answer the following question, and provide the requested documentation as indicated:

Please provide a copy of the full contract, signed and dated by both parties, to verify the correct CAD, and also verify if the referenced Form 470 is the establishing Form 470 for the services to the entity on this Form 471. If the referenced Form 470 is NOT the establishing Form 470, please provide the 15-digit Form 470 Number that did establish the bidding for the FRN. The establishing Form 470 is the specific Form 470, which was posted for that particular service for 28 days, and pursuant to which a contract was signed or an agreement was entered into. For a request in the Basic Maintenance service category, it is possible that the establishing 470 was filed under an Internal Connections service category. The establishing 470 could have been posted by the State, if the requested services are being purchased off of a State Master

Exhibit #4

Contract. ***If the contract is a State Master Contract, you do not have to submit a copy of the signed contract if that contract is available online or has already been submitted to PIA. Please provide us with the contract name and number of the State Master Contract.*** If you have already submitted the relevant contract information in connection with another review, please provide the application number involved so that we can locate the documentation in our files.

- 2) Based upon review of your Form 471 application, we were not able to validate your requested discount percentages of 60% for 115637 COTTONWOOD ELEMENTARY SCHOOL, 50% for 115827 OLYMPIC HIGH SCHOOL, 40% for 183846 OFF CAMPUS, and 50% 222896 WEST ALTERNATIVE HIGH SCHOOL. If you choose to validate your original requested discount percentages of 40%, 50% and 60%, then please provide the appropriate documentation if one of the following acceptable methods were used for each school:

A. If the Schools participate in a National School Program (NSLP), please provide us a signed copy (preferably by the Principal, Vice-Principal, Superintendent or chief school official, or Director of Food Services) of the Reimbursement Claim Form that the school sends to the state each month. Make sure the following 3 items are identified:

- 1) The entity Name.
- 2) The total number of students enrolled at the entity.
- 3) The total number of students eligible for the Free / Reduced Lunch Program for the entity.

If the school district fills out an aggregate form for the school district, provide a signed letter from a school official (preferably the Superintendent) that lists the Free / Reduced information for each school in the district.

B. If the discount percentage was determined by information obtained from a survey / application, please provide the following information:

- 1) Total number of students enrolled.
- 2) Total number of surveys / applications sent out.
- 3) Number of surveys / applications returned.
- 4) Total number of students qualified for NSLP per the returned surveys / applications.
- 5) are the surveys / applications and results kept on file?

Exhibit #4

6) Provide a sample copy of a **FILLED OUT SURVEY / APPLICATION** with the child's personal information crossed out for confidentiality.

7) A signed certification that reads: "I certify that only those students who meet the Income Eligibility Guidelines of the National School Lunch Program have been included in Column 5 of item 9a, of Block 4 of the Form 471."

8) This information must be in writing on school letterhead and signed by a school official (such as the Principal, Vice-Principal, Superintendent, chief school official or Director of Food Services).

C. If the discount was determined using a different method than what was identified above, please indicate the method that was used.

It is important that we receive all of the information requested so PIA can complete its review. *If you are unable to provide the requested information because your school has closed or will shortly close for winter break, please let me know when you will be available to respond to these questions. Failure to do so may result in a reduction or denial of funding.*

Should you wish to cancel this application, or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s); along with the application number and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Please send the requested information within seven calendar days (May 02, 2006). If we do not receive the information, your application will be reviewed using the information currently on file. If you need additional time to prepare your response, please let me know as soon as possible.

Please fax or e-mail the requested information to my attention.

- Be sure to sign the cover sheet of your fax.
- If you e-mail, do NOT click "reply". Create a new e-mail using the address shown below.
- In all correspondence, please make sure to include your Full Name and Official Title.

If you have any questions, please feel free to contact me.

Thank you for cooperation and continued support of the Universal Service Program.

Tamala Patterson
School and Library Division
Program Integrity Assurance, Initial Reviewer
Tel- 973-581-5039

Exhibit #5

Fax-973-599-6578

E-Mail- TPATTER@sl.universalservice.org

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message. Any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited.

Jim Bennett

Exhibit #5

From: Jim Bennett [jbennett@olynet.com]
Sent: Wednesday, April 26, 2006 3:07 PM
To: 'TPATTER@sl.universalservice.org'
Subject: FW: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401

Tamala...

Please see below and Central Kitsap will look for the contract.

Jim Bennett, President
Olympic Peninsula Consultants
jbennett@olynet.com
Phone 360-374-3310
Fax 360-374-3310

-----Original Message-----

From: Hunsaker, Monica -ADMIN [mailto:MonicaH@cksd.wednet.edu]
Sent: Wednesday, April 26, 2006 2:57 PM
To: Jim Bennett
Subject: RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401

I'm going to have to look for it. It may take me awhile since I think it is up in our storage vault.

Monica Hunsaker
Business Services Director
Central Kitsap School District
(360) 662-1656

From: Jim Bennett [mailto:jbennett@olynet.com]
Sent: Wednesday, April 26, 2006 2:47 PM
To: Hunsaker, Monica -ADMIN
Subject: RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401

Monica...

Did you fax a copy of the signature page?

Jim Bennett, President
Olympic Peninsula Consultants
jbennett@olynet.com
Phone 360-374-3310
Fax 360-374-3310

-----Original Message-----

From: Hunsaker, Monica -ADMIN [mailto:MonicaH@cksd.wednet.edu]
Sent: Wednesday, April 26, 2006 10:30 AM
To: Jim Bennett
Subject: RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401

Yes, we signed it in July 2003.

Monica Hunsaker
Business Services Director

6/17/2006

Central Kitsap School District
(360) 662-1656

Exhibit #5

From: Jim Bennett [mailto:jbennett@olynet.com]
Sent: Wednesday, April 26, 2006 8:49 AM
To: Hunsaker, Monica -ADMIN
Subject: FW: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401
Importance: High

Please see below. The SLD now wants to know when you signed with Qwest on your current contract with them. Do you have that information?

Jim Bennett, President
Olympic Peninsula Consultants
jbennett@olynet.com
Phone 360-374-3310
Fax 360-374-3310

-----Original Message-----

From: Patterson, Tamala [mailto:TPATTER@sl.universalservice.org]
Sent: Wednesday, April 26, 2006 4:35 AM
To: Jim Bennett
Subject: RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401
Importance: High

Dear Jim Bennett,
We already have a copy of the State Master Contract and we know when the state signed the contract with the vendor, but what we do not know is when you the applicant decided to use the State Master Contract. Please send us documents where you signed on the State Master Contract.

Thank you for cooperation and continued support of the Universal Service Program.

Tamala Patterson
School and Library Division
Program Integrity Assurance, Initial Reviewer
Tel- 973-581-5039
Fax-973-599-6578
E-Mail- TPATTER@sl.universalservice.org

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From: Jim Bennett [mailto:jbennett@olynet.com]
Sent: Tuesday, April 25, 2006 6:40 PM
To: Patterson, Tamala
Cc: DanaJ@DIS.WA.GOV
Subject: RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401

Tamala...

The State of Washington Department of Information Services has temporarily set up a website so you can download the 124 page contract which is at: <http://techmail.dis.wa.gov/stealth/jimbennett.html>. If you will click on this website and once in your browser right click and go down to "Save Target As..." and you can save the file and open it as you need. If you need additional information from the State about this contract, you can contact: Dana Josephs, DIS, Contract Specialist, Telecommunication Acquisition Services, (360) 725-4245 DanaJ@DIS.WA.GOV

6/17/2006

Agreement Number: WA46592

**QWEST ISDN PRS, AND/OR DSS ADVANCED AND/OR UAS
BULK RATED AGREEMENT**

This is an Agreement by and between CENTRAL KITSAP SCHOOL DIST 401 ("Customer") and Qwest Corporation ("Qwest") for the provision of Qwest Bulk Rated Integrated Services Digital Network Primary Rate Service ("ISDN PRS") and/or Bulk Rated Digital Switched Service Advanced ("DSS Advanced") and/or Bulk Rated Uniform Access Solution Service ("UAS") (individually and collectively referred to as "Service").

1. Scope.

1.1 ISDN PRS. If Customer purchases ISDN PRS, Qwest shall provide digital IntraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and/or facsimile communications separately or simultaneously over the public, switched, local exchange network. ISDN PRS components include a DS1 facility, an ISDN PRS service configuration, and trunks as indicated on Exhibit 1, which is incorporated herein by this reference. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

1.2 ISDN PRS-UAS. If Customer purchases ISDN PRS, Customer may also select Uniform Access Solution service as an optional feature as that service is defined in the Tariff (defined in Section 1.5) under Primary Rate Service. ISDN PRS-UAS is digital service with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (a) In-only trunking; or (b) Two-way trunking.

1.3 DSS Advanced. If Customer purchases DSS Advanced, Qwest shall provide Customer with the use of (a) a digital DS1 facility, as indicated on Exhibit 1; (b) common equipment to interconnect with Qwest's local exchange switching office; and (c) advanced, flat usage trunks and DID trunk termination for access to the local exchange and toll networks. DSS Advanced operates at a maximum speed of 1.544 Mbps.

1.4 UAS. If Customer purchases UAS, Qwest shall provide Customer with digital service with single-number route indexing, which includes a DS1 facility with common equipment, as indicated on Exhibit 1, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (a) In-only trunking; or (b) Two-way trunking.

1.5 Qwest shall provide Service in accordance with the applicable State Tariff, Price List, and/or Catalog ("Tariff") which governs Service in the state Service is provided, and which Tariff(s) is incorporated herein by this reference. In states where Qwest is required to offer Service per Tariff, any conflict between the Tariff and this Agreement shall be resolved in favor of the Tariff.

2. Term.

2.1 This Agreement shall become effective on the date on which it is executed by Qwest following Customer's execution of this Agreement ("Effective Date") and shall expire sixty (60) months from the date Service is available to Customer under this Agreement, as evidenced by Qwest records ("Term"). The Minimum Service Period for Service is twelve (12) months ("Minimum Service Period").

2.2 Should Qwest continue to provide Service after this Term without a further agreement, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff, or in its absence, this Agreement.

3. Service Provided.

3.1 Qwest will provide and maintain the Service at the locations and in the quantities specified in Exhibit 1.

3.2 Qwest shall notify Customer of the date Service is available for use. In the event Customer informs Qwest that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed thirty (30) business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, Qwest may either: (a) commence with regular monthly billing for the subject Service; or (b) terminate subject Service and invoice Customer for any applicable charges pursuant to Section 6.2, including the entire NRCs.

Exhibit #6

4. Charges and Billing.

4.1 Customer shall pay the total monthly recurring charges ("MRCs") and nonrecurring charges ("NRCs") specified in Exhibit 1. Customer shall pay each bill in full by the payment due date on each bill ("Due Date"). Any amount owed and not paid by Qwest by the Due Date shall be considered past due and subject to a late charge as specified by Tariff, and if there is no such rate specified by Tariff, the late charge shall be equal to one and one half percent (1½%) per month or the maximum allowed by law, whichever is less.

4.2 In addition to the MRCs and NRCs, Customer is responsible for all Taxes assessed in connection with the Service. "Taxes" means any and all applicable foreign, federal, state and local taxes, including without limitation, all use, sales, value-added, surcharges, excise, franchise, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, duties, fees, or other tax-related surcharges, whether charged to or against Qwest or Customer, with respect to the Service, but excluding any taxes based on Qwest's net income.

4.3 The charges for Services under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of the Customer's purchase of any customer premises equipment or enhanced services from Qwest.

4.4 If Service is not available in Customer's switch, interoffice mileage MRCs and NRCs for transport between switches shall apply.

5. Service Changes.

5.1 Moves. Customer may move the physical location of all or part of Service to another location within a Qwest serving area, provided the following conditions for the move are met: (a) Service moved to the new location is provided to Customer by Qwest; (b) Customer advises Qwest that Service at the new location replaces existing Service; (c) Customer's requests for the disconnection of the existing Service and the installation of Service at the new location are received by Qwest on the same date; (d) Customer requests that Qwest install the Service at the new location on or prior to the disconnection date of the existing Service; (e) Customer agrees to execute a written amendment evidencing the move; and (f) Customer agrees to pay all applicable charges for Service that will be provided at the new location.

5.2 Additions to Service. Service may be added up to twelve (12) months prior to the expiration date of this Agreement, at the rates specified herein. Qwest will supply such additions to Customer, subject to the following conditions: (a) Customer executes an appropriate addendum for such service; (b) Qwest commercially offers such additions and necessary facilities are technically and practicably available; and (c) a new Minimum Service Period is established for each new addition to Service.

5.3 Notwithstanding Section 5.2, Service may be added during the twelve (12) months prior to the expiration date of this Agreement, under the following circumstances: (i) Customer and Qwest renegotiate and execute a new agreement that would include existing Service plus the additional Service; (ii) Service is ordered pursuant to a new and separate agreement; or (iii) Service is ordered under the month-to-month tariff rates then in effect.

6. Termination Liability.

6.1 Qwest may (a) immediately suspend all or any part of the Service, and/or (b) terminate this Agreement (effective after the applicable notice period): (i) for cause or (ii) upon written notice if Customer becomes or is declared insolvent or bankrupt or is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it. "Cause" means the failure of a party to perform a material obligation under this Agreement which failure is not remedied, if curable, upon thirty (30) calendar days written notice. Customer may terminate this Agreement for cause. If Customer terminates this Agreement for Cause prior to the conclusion of the Term, then Customer shall remain liable for charges accrued but unpaid as of the termination date.

6.2 If termination is prior to installation of Service, charges shall be those reasonable expenses incurred by Qwest through the date of termination.

6.3 If during the Minimum Service Period, Customer terminates this Agreement, or any portion of Service, for any reason other than Cause or Qwest terminates this Agreement under Section 6.1, Customer shall pay a termination charge of one hundred percent (100%) of the MRCs (or the applicable fraction thereof) multiplied by the number of months remaining in the Minimum Service Period, plus a termination charge of fifty percent (50%) of the MRCs (or the applicable fraction thereof) multiplied by the number of months remaining in the Term after the Minimum Service Period.

If after the Minimum Service Period, Customer terminates this Agreement, or any portion of Service, for any reason other than Cause or Qwest terminates this Agreement under Section 6.1, Customer shall pay a termination charge

Exhibit #6

of fifty percent (50%) of the MRCs (or the applicable fraction thereof) multiplied by the number of months remaining in the Term.

5. A termination charge will be waived when all of the following conditions are met: (a) Customer discontinues service and signs a new service agreement(s) for any other Qwest provided service(s); (b) the new service agreement(s) have a total value equal to or greater than one hundred fifteen percent (115%) of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges); (c) Customer places the orders to discontinue Service and establish new service at the same time (within thirty (30) calendar days of each other if service is in New Mexico); (d) the new service(s) installation must be completed within thirty (30) calendar days of the disconnection of Service, unless such installation delay is caused by Qwest; and (e) a new minimum service period goes into effect when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

7. **Disclaimer of Warranties.** THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.

8. **Limitation of Liability.** NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. CUSTOMER'S EXCLUSIVE REMEDIES FOR CLAIMS RELATED TO THE SERVICE SHALL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDIT(S), IF ANY. QWEST'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL MRCs PAID BY CUSTOMER TO QWEST PURSUANT TO THIS AGREEMENT IN THE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY IN THIS SECTION SHALL NOT APPLY TO CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS.

Out-Of-Service Credit. If Qwest causes a Service interruption, an out-of-service credit will be calculated under a state local exchange Tariff. If there is no applicable tariff and the interruption lasts for more than twenty-four (24) consecutive hours after Qwest receives notice of it, Qwest will give Customer credit calculated by: (a) dividing the monthly rate for the affected Service by thirty (30) days; and then (b) multiplying that daily rate by the number of days, or major fraction, that Service was interrupted.

10. **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event (other than a failure to comply with payment obligations) beyond the reasonable control of a party, including without limitation: act of God; fire; flood; labor strike; sabotage; fiber cut; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or failures of suppliers of goods and services ("Force Majeure Event").

11. **Dispute Resolution.** Any dispute arising out of, or relating to, this Agreement shall be settled by arbitration to be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. The costs of the arbitration, including the arbitrator's fees, shall be shared equally by the parties; provided, however, that each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys fees). The arbitration will be held in Denver, Colorado. The arbitrator has no authority to award any indirect, incidental, special, reliance, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall be final, binding, and enforceable in a court of competent jurisdiction. If either party fails to comply with the dispute resolution process set forth herein (including, without limitation, nonpayment of an arbitration award) and a party is required to enforce such compliance in court or elsewhere, then the non-complying party shall reimburse all of the costs and expenses incurred by the party seeking such enforcement (including reasonable attorneys fees).

12. **Lawfulness.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, rules or regulations mandated by the legally constituted authorities will act as a modification of any agreement to that extent without further notice.

Agreement Number: WA

EXHIBIT 1
QWEST ISDN PRS. AND/OR DSS ADVANCED, AND/OR UAS
BULK RATED AGREEMENT

CENTRAL KITSAP SCHOOL DIST 401

Customer

PAGE 01

CKSD BUSINESS

3606621651

05/01/2006 13:51

Customer Address	Circuit ID or BTN	Service (USOC)	Qty	MRC/each	Total MRC per Location
3700 NW ANDERSON HILL RD		ZPG65	1	\$775.00	\$775.00
Total MRCs:					\$775.00

Mileage-related Components and Charges (If applicable):

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
Total Mileage MRCs and NRCs:					

Exhibit #6

13. **Publicity.** Neither party shall, without the prior written consent of the other, issue any press release or public announcement regarding this Agreement or any relation between Customer and Qwest or use the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates. Such consent by Qwest may be given in writing by Executive Vice President of Corporate Communications or his or her designee.

14. **Notices.** Except as otherwise provided herein, all required notices shall be in writing, transmitted to Qwest at 1801 California Street, Suite 3800, Denver, Colorado 80202; Facsimile #: (303) 295-6973; Attention: Legal Department, and to Customer at Qwest's then current address of record for Customer; Attention: General Counsel or other person designated for notices. Notices will be considered given either: (a) when delivered in person to the recipient designated for notices; (b) when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (c) when delivered to an overnight courier service. Customer's current address, facsimile number and person designated for notices are: PO BOX 8, SILVERDALE, WA 98383.

15. **General Provisions.**

15.1 This Agreement shall be governed by the laws of the state where Service is provided, without regard to its choice of law principles; provided however, that Service may also be subject to the Communications Act of 1934, as amended.

15.2 Neither party's failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder.

15.3 If any term of this Agreement is held to be unenforceable, the unenforceable term shall be construed as nearly as possible to reflect the original intent of the parties and the remaining terms shall remain in effect.

15.4 All terms of this Agreement which should by their nature survive the termination of this Agreement shall so survive.

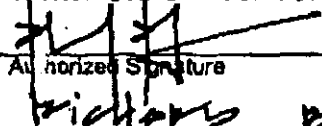
15.5 Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

6 This Agreement is intended solely for Qwest and its affiliates and Customer and it shall not benefit or be enforceable by any other person or entity.

15.7 This Agreement and any exhibits hereunder constitute the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersede all prior agreements or understandings, whether oral or written, relating to the subject matter hereof. Except for Service and Tariff modifications initiated by Qwest, all amendments to this Agreement shall be in writing and signed by the parties' authorized representatives. Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine. Customer agrees that any employee of Customer who gives any written notice or other instruction in connection with this Agreement has the authority to do so.

The parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement.

CENTRAL KITSAP SCHOOL DIST 401


Authorized Signature

Richard Weiss
Name Typed or Printed

Director
Title

1-29-07
Date

Qwest Corporation

Authorized Signature

Michael Stepan
Name Typed or Printed

Regional Sales Director
Title

Date